

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### I. Scope of application and validity

1. These General Terms and Conditions of Purchase (GTP) apply, insofar as they do not conflict with mandatory statutory provisions, to all legal relationships between MOLTO LUCE GmbH (Company Register of the Regional Court of Wels, Company Number 108421v, VAT No. ATU 25093706) including its affiliated companies (hereinafter in short **ML**) as the client and/or orderer of goods and/or services on the one hand and its contractor/supplier (**Contractor**) on the other hand and form an integral part of these legal relationships. This excludes individual agreements, which must be in written form and must be offered or accepted explicitly, i.e. expressly by ML.

2. The currently valid version of the GTP is available on ML's website at <https://www.moltoluce.com>. ML shall send the GTP to the Contractor at the latter's request.

3. When entering into a legal relationship with ML by accepting the contract/order and again by handing over the ordered goods/providing the commissioned service, the Contractor acknowledges these GTP as binding, also for all future transactions and delivery schedules between these contracting parties.

4. Any objection by the Contractor—in particular pertaining to its own general terms and conditions—even if only in form, is hereby expressly disregarded. All general terms and conditions of purchase that contradict these GTP as well as conflicting provisions in order confirmations of the Contractor are expressly excluded for legal transactions and for the entire business relationship and do not form a basis for the contract. The general terms and conditions of business of the Contractor shall not become valid even if ML accepts the delivery or service without further reservation or makes payments in the knowledge of these.

5. Subsequent amendments and supplements to the contractual agreements as well as ancillary agreements require written confirmation by ML in order to be valid or legally effective.

### II. Offers

1. Offers and cost estimates of the Contractor shall always be free of charge for ML and binding for the Contractor. Unless otherwise agreed, the Contractor's planning and consulting services shall be free of charge for ML.

2. The Contractor shall adhere precisely to ML's request and, in the event of deviations, shall draw ML's attention to these independently and expressly.

### III. Order placement/order

1. Orders placed by ML shall only have legally binding status if they are placed by ML's purchasing department either in writing or by data transmission via „pdf“ document. This also applies to all changes and/or additions to orders made by ML.

2. Orders shall be deemed to have been accepted by the Contractor if no objection is made in writing within two working days at the latest, calculated from receipt.

3. Orders shall be confirmed by the Contractor within two working days, calculated from receipt, by means of a written order confirmation. ML shall be entitled to revoke orders until the order confirmation has been sent. Such a revocation shall be deemed to have been made in a timely manner if it was sent before receipt of the order confirmation.

4. ML shall not recognise an order confirmation deviating from the order by ML, even if ML does not object to it in writing, unless ML agrees to the new offer from the Contractor in writing.

5. ML may demand changes to the construction and design of the delivery item at any time. In the event that ML demands changes, the Contractor undertakes to carry these out by the required deadline. In this case, ML shall bear the costs for the finished delivery items that have not yet been changed as well as the associated semi-finished products and raw materials, but only within the scope of the production and material release declared as binding in the order or the delivery call-off and only insofar as these stocks cannot be used elsewhere by the Contractor. The Contractor is obliged to limit these quantities, which could be charged to ML, to the absolutely necessary extent.

6. The Contractor may not make any changes to the properties or production of the delivery item without a written request or written consent from ML. This shall also apply to delivery items which have been developed under the Contractor's own responsibility or for which the Contractor holds industrial property rights.

7. Silence in response to proposals or demands by the Contractor shall in no case be deemed to be ML's consent.

8. If the Contractor realises that an order is incomplete or that the purpose pursued by ML cannot be achieved by the delivery/service, the Contractor shall inform ML of this immediately, comprehensively and in writing.

9. All documents of the Contractor (order confirmation, delivery note, invoice, etc.) must state the order no., article no. and quantity, name of the purchaser, cost centre and cost unit (project/PN number). Incomplete invoices will be requested again, thus delaying the payment process.

10. The agreed prices are fixed prices and include costs for functional and quality tests, packaging, freight, transport and transport permits.

11. Price reductions due to changes in the market shall be passed on in full to ML.

### IV. Delivery

1. Unless otherwise agreed and stated by ML in the order, the **billing and delivery address** for orders shall be MOLTO LUCE GmbH, Europastraße 45, A-4600 Wels and DDP (INCOTERMS 2020).

2. All specifications made by ML with regard to mode of transport, carrier and shipping regulations must be strictly complied with.

3. If ML does not prescribe a specific mode of transport, the cheapest shipping costs shall be used in each case. All negative consequences and increased costs resulting from these shall otherwise be borne by the Contractor. Additional costs for any accelerated transport necessary to meet the delivery date shall also be borne by the Contractor.

4. Direct deliveries of goods by the Contractor to ML's customers must be agreed with ML's purchasing department. ML shall decide whether a delivery note from the Contractor can be used or whether a delivery note from ML must be enclosed with the goods.

5. Agreed dates, deadlines and quantities are binding. The receipt of the goods by ML shall be decisive for compliance with the delivery date and the delivery period.

6. ML is entitled to return the deliveries exceeding the agreed quantities at the expense and risk of the Contractor.

7. ML is entitled to charge storage costs to the Contractor for goods delivered early, defective goods, excess quantities and return goods.

8. Each delivery shall be accompanied by the shipping documents/delivery notes, dispatch notes and packing slips with a precise description of the contents, showing in each case the order, material, article and item number as well as the delivery quantity and item-by-item net weights.

9. The Contractor must submit all required proofs of origin with complete information upon delivery at the latest. The Contractor shall be responsible for obtaining any export licences.

10. The Contractor can find the agreed delivery date in the order (in the case of one delivery date for the entire order, in the order header; in the case of different delivery dates, in the respective individual items).

11. Partial, excess and short deliveries shall only be permitted with the express written consent of ML. The delivery of the goods to the incoming goods area at the delivery address must take place at the following goods acceptance times:  
Mon-Thur: 7:30am – 12pm and 1pm – 5pm  
Fri: 7:30am – 12pm

If a place of delivery deviating from point 1 is agreed or stated in the order, the respective deviating goods acceptance times must be observed.

12. The Contractor shall be liable for proper packaging. The Contractor shall comply with ML's packaging instructions (in particular the „Packaging instructions for profile strips, index 1.0, 20/12/2020“ for profiles). The Contractor shall be liable for all damages incurred by ML due to culpable non-observance of these packaging specifications.

13. ML is entitled, but not obliged, to return packaging and secondary packaging at the expense and risk of the Contractor. All obligations and costs with regard to compliance with packaging regulations as well as packaging collection and disposal shall be assumed by the Contractor, who shall indemnify and hold ML harmless thereof.

14. Ownership of the delivered goods shall pass to ML upon handover. ML will not recognise any extended or expanded retention of title by the Contractor.

### V. Delivery delays

1. The acceptance of the delayed delivery or service and/or its acceptance by ML does not imply a waiver of any claims or rights whatsoever.

2. In the event of recognisable delays in delivery, ML must be informed immediately in writing, the earliest possible delivery date must be stated, and a decision regarding this obtained from ML. In this case, the delivery or service deadline shall only be extended if this has been expressly accepted by ML in writing.

3. If delayed delivery dates of the Contractor cause cancellations on the customer side, ML reserves the right to return the goods at the expense of the Contractor.

4. If the goods are delivered before the agreed delivery date (point IV.10.), the agreed delivery date shall count as the value date.

5. In the event of delayed delivery or provision of services by the Contractor, ML shall be entitled to demand and/or retain a contractual penalty of 1% of the gross order value per working day or part thereof, but no more than 10% of the gross order value, irrespective of fault. The right to claim further damages in an amount exceeding the contractual penalty shall remain unaffected and ML reserves the right to do this.

6. In the event of a delay in delivery, ML reserves the right to reject the delayed delivery without setting a grace period and to withdraw from the order in full or in part without the Contractor being entitled to compensation.

7. In the case of partial deliveries already made, ML reserves the right to withdraw from the entire contract in the event of repeated delays in delivery.
8. In the event of a delay for which the Contractor is responsible, ML shall, after expiry of a grace period set by ML, be entitled to demand compensation instead of the delivery/service or to procure a replacement from a third party at the Contractor's expense.

#### VI. Warranty, compensation, liability

1. The Contractor guarantees that the delivery will correspond to the agreed quality and quantity. The Contractor waives the objection of late notification of defects.
2. The Contractor shall bear full responsibility for all deliveries until they are accepted by ML. The Contractor shall be notified of damage to a consignment immediately after the damage has been discovered. ML reserves the right to return goods if material defects are discovered which become apparent immediately or only during use.
3. ML reserves the right to rectify defects—including by commissioning third parties at the expense of the Contractor—or to demand an appropriate price reduction. A period of grace of three weeks shall be deemed appropriate for the rectification of defects by the Contractor or on its behalf. Any costs incurred due to claims by third parties, claims for damages by ML's customers and increased expenses for ML caused by the Contractor's defective delivery shall be expressly recognised by the Contractor as recourse claims by ML. The Contractor shall also be liable for damages beyond the warranty, in particular consequential damages (assembly, lifting equipment, scaffolding, etc.). Compensation for damages shall only become statute-barred three years after the date of knowledge of the damage and the damaging party.
4. The warranty period shall be 24 months from the date of acceptance of the goods by the end customer of ML or, in the case of use in the factory, from the date of use of the goods.
5. Defects shall be remedied primarily by improvement or replacement. If this is not possible, ML may demand a price reduction or cancellation of the contract.

#### VII. Invoicing, proof of performance, payment

1. The Contractor may only invoice ML after complete delivery of the goods, complete performance of the service and/or acceptance (if acceptance has been agreed) and after submission of all documents relevant to the contract.
2. Invoices from the Contractor must be sent in single copy, enclosing the delivery note produced by ML, to the address stated in point IV.1. of these GTP and in any case also by e-mail to [invoice@moltoluce.com](mailto:invoice@moltoluce.com) and must always comply with the VAT regulations.
3. The Contractor undertakes to participate in ML's electronic order, contract and/or invoice processing system.
4. Payments shall be made by ML within 30 days net after fulfilment of all conditions stipulated in the order/contract and after receipt of invoice, whichever is later.
5. A seven-day respite period shall be added to the payment period, within which payments are mutually deemed to be timely and, if a cash discount has been agreed, also give entitlement to a cash discount deduction.
6. If a cash discount has been agreed, ML shall also be entitled to deduct a cash discount in the event of a set-off or the exercise of a right of retention, if the declaration of the set-off or the assertion of the right of retention is made within the cash discount period.
7. Payment may be made by bank transfer, cheque or bill of exchange at ML's discretion and shall not constitute any acknowledgement of the correctness of the performance and/or scope of delivery.
8. In the case of agreed advance payments, the Contractor shall submit an abstract and irrevocable bank guarantee from a reputable domestic banking institution in the amount of the agreed advance payments, for which ML shall not incur any costs. The advance payment shall be made 30 days after receipt of the advance payment invoice and the relevant security.
9. In the case of deliveries charged in a foreign currency, ML shall be entitled to choose in every case on the due date whether to claim the receivable in euros or in the foreign currency originally used as a basis at the exchange rate at the time the contract was concluded.

#### VIII. Confidentiality

1. The Contractor undertakes to treat all commercial and technical information and documents which are not publicly known and which become known to it through the business relationship with ML as business secrets and to keep them confidential at all times.
2. The Contractor may only name ML as a reference vis-à-vis third parties with ML's consent.

3. Insofar as ML provides the Contractor with documents (drawings, plans, samples, etc.), ML is not transferring copyrights and/or industrial property rights to these documents or making them available for use.
4. The Contractor shall check the documents provided by ML for completeness and correctness and report any doubts to ML in writing.
5. Documents provided by ML may not be handed over or otherwise made available to unauthorised third parties and must be returned to ML at the latest upon termination of the business relationship.
6. The confidentiality of ML's documents, business secrets and industrial property rights and the requirement for consent to ML's naming of references shall continue to apply without restriction even after termination of the business relationship.
7. The Contractor shall pass on the confidentiality obligations defined in this point VIII to subcontractors and sub-suppliers. ML is entitled to carry out inspections of the production status and quality at the Contractor's or its subcontractors' and suppliers' premises at any time.
8. No legal relationship whatsoever shall arise between ML and the Contractor's suppliers or subcontractors. The Contractor shall be liable for the selection and fault of its suppliers and subcontractors.
9. The Contractor confirms that it shall not enter into any inadmissible agreements with competitors and that it shall adhere to any compliance guidelines of ML.

#### IX. Product liability

1. The Contractor shall guarantee the availability of replacement parts, spare parts and wearing parts at market prices for a period of 15 years from the date of performance of the contract.
2. The Contractor shall be liable for ensuring that the scope of delivery and performance corresponds to the purpose of use which was known or should have been known to the Contractor.
3. If a claim is made against ML by a third party due to a defective product within the meaning of the product liability regulations, the Contractor shall indemnify and hold harmless both the third party and ML.
4. The Contractor is obliged to supply all documents required for the intended use of the products it has supplied, such as operating and assembly instructions, certificates, etc., without being asked to do so.

#### X. Statutory law

1. Should these GTP contradict statutory provisions in individual points, the remaining agreements shall be deemed to continue to apply. The ineffective provision shall be replaced by an effective provision which enables the achievement of the economic purpose it pursued.
2. Unless separate agreements are made by these GTP, the provisions of the ABGB (Austrian Civil Code) and the UGB (Austrian Commercial Code) shall apply.
3. ML reserves the right to amend these GTP at any time. Amendments shall apply as of their notification to the Contractor for all legal relationships established thereafter between ML and the Contractor.
4. The Contractor undertakes to provide ML with the best possible support in the event of a legal dispute with a third party, for which special consumer protection provisions may also apply, in particular in connection with guarantee, warranty and product liability cases.
5. Should the Contractor violate the prohibition of inadmissible price agreements and ML assert its claims from this, the Contractor shall in all cases waive the defence of the statute of limitations.

#### XI. Place of performance, jurisdiction, applicable law

1. The place of performance shall be exclusively the registered office of ML in WELS. For all disputes arising from the contractual relationship, the competent court in WELS is deemed agreed.
2. All questions regarding the interpretation of these GTP as well as all contracts concluded by ML with the Contractor and the fulfilment of the rights and obligations regulated therein shall be governed exclusively by formal and substantive Austrian law to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other conflict-of-law rules.

#### XII. Data protection

The Contractor consents to its data obtained by ML in connection with the business relationship with the Contractor being stored and processed by ML in accordance with the GDPR. The address for data protection matters is Europastraße 45, A-4600 Wels. ML's data protection statement in compliance with the General Data Protection Regulation (EU) can be found on the ML website <https://www.moltoluce.com>.

Wels, April 2021